

BEFORE  
THE PUBLIC SERVICE COMMISSION OF  
SOUTH CAROLINA  
DOCKET NO. 2021-219-T - ORDER NO. 2022-77

JANUARY 27, 2022

IN RE:	Application of Uniform Movers of	)	ORDER GRANTING
	Charleston, LLC for a Class E (Household	)	CLASS E HOUSEHOLD
	Goods) Certificate of Public Convenience and	)	GOODS MOTOR
	Necessity for Operation of a Motor Vehicle	)	CARRIER CERTIFICATE
	Carrier		

**I. INTRODUCTION**

This matter comes before the Public Service Commission of South Carolina (Commission) on the Application of Uniform Movers of Charleston, LLC (Uniform Movers) for a Class E Certificate of Public Convenience and Necessity to render household goods motor carrier services on a statewide basis.

**II. FACTS AND PROCEDURAL HISTORY**

Uniform Movers filed an Application for a Class E Certificate of Public Convenience and Necessity with the Commission on July 1, 2021. On October 11, 2021, Uniform Movers made a motion to submit Shipper Witness Testimony via affidavit. That motion was granted by Chief Hearing Officer Directive 2021-138-H. Uniform Movers filed the affidavit of Shipper Witness, Shannon Roth, on October 14, 2021. Uniform Movers prefiled the Direct Testimony of Gressette Holt, also on October 14, 2021.

The Office of Regulatory Staff (ORS), a party of record pursuant to Section 58-4-10 of the South Carolina Code of Laws (Supp. 2020), filed a Notice of Appearance on July 12, 2021. On October 22, 2021, ORS notified the Commission it did not intend to file

testimony in the docket but had reviewed the Application and was of the opinion Uniform Movers would meet the fit, willing, and able requirements of S.C. Code Ann. Regs. 103-133 (2012). ORS also stated it will ensure the Applicant complies with all applicable statutes and regulations and any conditions the Commission establishes before ORS issues the certificate.

The Commission held a hearing on October 25, 2021, at 2:00 p.m., with Chairman Williams presiding. The Applicant presented the Direct Testimony of Gressette Holt, who outlined his business plan, experience, and intentions to conduct business according to and in compliance with all Commission rules and regulations and relevant statutes. The affidavit of Shipper Witness Shannon Roth was entered into the record of the case. ORS admitted into evidence its correspondence dated October 22, 2021, regarding its review.

On December 8, 2021, the Commission – having received and reviewed the final late filed exhibits and briefing requested by the Commission and submitted by Uniform Movers—issued a Directive approving the Application of Uniform Movers for a Class E Household Goods Certificate.

### **III. EVIDENCE OF RECORD**

The Application and evidence presented at the hearing established the Applicant is financially sound, as set forth in its Financial Statement, has a vehicle designated for use in its moving business, has obtained an insurance quote for liability and cargo insurance, and has a plan to provide services on a statewide basis. The Applicant offered the testimony of its owner, Gressette Holt, affidavit of the shipper witness, and the Application

into the record. The evidence indicated Uniform Movers is familiar with the statutes and regulations governing household goods motor carriers operating with a Class E Certificate.

#### **IV. APPLICABLE LAW**

The Commission has the authority to approve the classification of every motor carrier in South Carolina, as established in Section 58-23-1010 of the South Carolina Code of Laws (2015). The South Carolina Code of State Regulations (2012) provides: “[a] Class E motor carrier is a common carrier of property (household goods or hazardous waste for disposal) by motor vehicle including a motor vehicle containing goods packed by a packing service. A Class E motor carrier must obtain either a Certificate of [Public Convenience and Necessity] or [fit, willing, and able] from the ORS after approval by the commission.” S.C. Code Ann. Regs. 103-114 (2012).

Pursuant to Section 58-23-260 of the South Carolina Code of Laws (2015), ORS, “upon order of the commission, may issue a certificate E for property-carrying vehicles which will not operate upon any particular route or schedule.” Furthermore, the statutory provisions governing Classes A and C certificates also apply to Class E certificates. S.C. Code Ann. § 58-23-280 (2015). Section 58-23-330 sets forth the grounds on which the Commission may approve or deny the issuance of a certificate:

[a]n applicant applying for a certificate . . . may be approved upon a showing based on criteria established by the commission that the applicant is fit, willing, and able to perform appropriately the proposed service. If an intervenor shows or if the commission determines that the public convenience and necessity is being served already, the commission may deny the application.

*Id.*

Section 58-23-590 establishes:

(A) The commission must promulgate regulations necessary to control entry and certification standards, set rates and charges, and establish enforcement procedures and powers to govern the operations of carriers of household goods and hazardous waste for disposal.

...  
(C) The Office of Regulatory Staff must issue a common carrier certificate or contract carrier permit of public convenience and necessity, upon order of the commission, if the applicant proves to the commission that:

- (1) it is fit, willing, and able to properly perform the proposed service and comply with the provisions of this chapter and the commission's regulations; and
- (2) the proposed service, to the extent to be authorized by the certificate or permit, is required by the present public convenience and necessity.

The commission shall adopt regulations that provide criteria for establishing that the applicant is fit, willing, and able, and criteria for establishing that the applicant must meet the requirement of public convenience and necessity. The determination that the proposed service is required by the public, convenience and necessity must be made by the commission on a case-by-case basis.

S.C. Code Ann. § 58-23-590 (2015).

Regulation 103-133(1) establishes the proof an applicant for a Class E Certificate must provide to the Commission to give the Commission justification for approving the application:

An application for a Certificate of [Public Convenience and Necessity] . . . to operate as a carrier of household goods . . . by motor vehicle may be approved upon a showing that the applicant is fit, willing, and able to appropriately perform the proposed service and that the public convenience and necessity are not already being served in the territory by

existing authorized service. . . . The following criteria should be used by the commission in determining that an applicant for motor carrier operating authority is fit, willing, and able to provide the requested service to the public:

- a. FIT. The applicant must demonstrate or the commission determines that the applicant's safety rating is satisfactory. This can be obtained from U.S.D.O.T. and S.C.D.P.S. safety records. Applicants should also certify that there are no outstanding judgments pending against such applicant and that applicant is financially fit to do business as a certified carrier. The applicant should further certify that he is familiar with all statutes and regulations, including safety regulations, governing for-hire motor carrier operations in South Carolina and agree to operate in compliance with these statutes and regulations.
- b. ABLE. The applicant should demonstrate that he has either purchased or leased on a long-term basis, necessary equipment to provide the service for which he is applying. Thirty days or more shall constitute a long-term basis. The applicant must undergo an inspection of all vehicles and facilities to be used to provide the proposed service. The applicant should also provide evidence in the form of insurance policies or insurance quotes, indicating that he is aware of the commission's insurance requirements and the costs associated therewith. Additionally, the applicant can file a statement indicating the applicant's purpose for seeking a Class E Certificate, the applicant's 5-year plan if the commission grants the applicant a Class E Certificate, and such other information that may be contained in a business proposal.
- c. WILLING. Having met the requirements as to "fit and able," the submitting of the application for operating authority would be sufficient demonstration of the applicant's willingness to provide the authority sought.

## **V. DISCUSSION**

Uniform Movers requests approval to receive a Class E Household Goods Motor Carrier Certificate. The evidence presented by the Applicant and ORS indicates Uniform Movers has shown it is fit, willing, and able to provide motor carrier services under the requirements of South Carolina law. We note the proposed tariff is reasonable and there is no evidence the rates are discriminatory.

ORS performed an inspection of Uniform Movers and expressed the opinion Uniform Movers will meet the fit, willing, and able standard the law requires. No person or party notified the Commission of its opposition to certifying Uniform Movers to operate pursuant to its Application. Accordingly, the Application of Uniform Movers of Charleston, LLC to operate pursuant to a Class E Household Goods motor carrier certificate in South Carolina should be approved.

## **V. FINDINGS OF FACT**

1. Uniform Movers is familiar with, and agrees to comply with, all applicable rules and regulations governing motor carriers operating under a Class E Household Goods Certificate.

2. Uniform Movers provided a financial statement indicating it is financially fit to carry out the proposed carrier services. Furthermore, Uniform Movers certified it agrees to operate in compliance with the statutes and regulations that govern motor carriers operating with a Class E Household Goods Certificate.

3. The evidence shows Uniform Movers has access to adequate moving equipment and provided an adequate proposal for insurance – both liability and cargo.

4. Uniform Movers provided a final Proposed Tariff setting forth its hourly rates and a Bill of Lading.<sup>1</sup> We find the tariff and business plans as presented to be appropriate.

5. Uniform Movers is fit, willing, and able to perform the service it proposes, and the Application should be approved.

6. ORS will ensure that Uniform Movers meets all appropriate requirements for the issuance of a Class E Household Goods Certificate.

## **VI. CONCLUSIONS OF LAW**

1. Uniform Movers is fit, willing, and able to appropriately perform the services proposed in the Application, pursuant to the criteria specified in Regulation 103-133 (1).

2. Uniform Movers has shown that public convenience and necessity is not already being served, pursuant to Regulation 103-133(1).

3. Uniform Movers presented the affidavit of a shipper witness in compliance with Regulation 103-133(1).

## **VII. ORDERING PROVISIONS**

### **IT IS THEREFORE ORDERED:**

1. The Application of Uniform Movers of Charleston, LLC for a Class E Household Goods Motor Carrier Certificate of Public Convenience and Necessity is

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<sup>1</sup> The Final Tariff is attached as Order Exhibit 1 and the Bill of Lading, with contract terms and conditions, is attached as Order Exhibit 2.

approved. The Final Tariff of Uniform Movers is attached as Order Exhibit 1 and its Bill of Lading, with contract terms and conditions, is attached as Order Exhibit 2.

2. Uniform Movers shall file with ORS the proper license fees, proof of liability insurance (Form E), and other information required by Sections 58-23-10 through 1830 of the South Carolina Code of Laws (2015), by the South Carolina Code of State Regulations 103-100 through 846 (2012), and by Regulations 38-400 through 447 (2011), within ninety days of the date of this Order, or within such additional time as may be authorized by the Commission.

3. Upon compliance with the filing of information as required by Sections 58-23-10 through 1830, and Regulations 103-100 through 846, a Certificate shall be issued by ORS to Uniform Movers authorizing the motor carrier services granted herein.

4. Prior to compliance with the requirements regarding the filing of certain information with the ORS and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.

5. Failure of Uniform Movers to either (1) complete the certification process by complying with the requirements of filing with the ORS proof of appropriate insurance and the payment of license fees and such other information required by law within ninety days of the date of this Order or (2) request and obtain from the Commission additional time to comply with the requirements stated above, this Order granting the Application shall be deemed null and void, and the Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.



6. Should Uniform Movers fail to comply with the requirements set forth in this Order, then ORS is requested to furnish the name and docket number of Uniform Movers to the Commission pursuant to the two-month reporting requirement contained in Order Number 2014-443 (May 21, 2014). After such notification, the Docket shall be closed.

7. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



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Justin T. Williams, Chairman  
Public Service Commission of  
South Carolina

**Uniform Movers of Charleston, LLC**

**Regulations and Schedule of Charges Applicable to Certain Intrastate**

**Household Goods Moves Within The State Of South Carolina**

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**Applicability of Tariff**

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Uniform Movers of Charleston. These services are furnished between points and places throughout the State of South Carolina.

## **SECTION 1**

**1. Transportation Charges.** Transportation Charges include the hourly rates, truck fees and travel fees as listed below.

**1.1 Hourly Rates and Charges.** Moves will be conducted on a “straight time” basis, with hourly charge(s) set forth in this Section. The clock starts at the appropriate hourly rate when the movers leave the Uniform Movers of Charleston truck lot location, and the clock stops when the movers return back to the truck lot once they have unloaded at the customers’ new home.

<b><u>Service</u></b>	<b><u>Hourly Rate</u></b>
Each Mover	\$50.00 per man/per hour

**1.2 Truck Fees and Charges.** Uniform Movers of Charleston charges a flat fee of \$150.00 for use of a moving truck for all moves.

**1.3 Minimum Hourly Charges.** Customers will be charged a two-hour minimum for local moves, and then in fifteen-minute increments thereafter. If customers cancel within 48 hours of their move, Uniform Movers of Charleston will charge the applicable minimum, as calculated above. Hourly rates are the same, 7 days a week, 24-hours a day, in every season of the year. There is a Two-Hour Minimum Charge (per man, per hour) regardless of the day of the week, or holiday.

**1.4 Travel Fees.** In addition to the hourly rate for each mover and the flat rate for use of the moving truck, Uniform Movers of Charleston charges an adjusted travel fee for moves exceeding 100 miles Round Trip of \$150.00 plus \$1.50 per mile. Round Trip shall be calculated as milage from Uniform Movers of Charleston truck pick up lot, to origin location, to destination location and back to Uniform Movers of Charleston truck lot.

As an example, if a Client has a Round Trip Move totaling 200 miles, the adjusted travel fee would be:

$$\text{\$150.00 flat rate plus } \$1.50 \times 200 \text{ miles (or } \$300.00) = \$450.00$$

The customer will also be charged for any reasonable reimbursable out-of-pocket travel expenses for meals and hotel accommodations of \$100 per mover per night for all moves requiring an overnight out of town stay.

**1.5 Overnight Storage.** Overnight storage of a customer's items on a truck will be charges at a rate of \$250.00 per night/per truck. (Three-day maximum overnight storage limit).

**1.6 Holding Fee.** If customer needs items held on a truck for more than two (2) hours on a scheduled move day, the customer will be charged a fee at the same rate as the cost of labor for the move. Due to scheduling and other conflicts, Uniform Movers of Charleston may not be able to accommodate such requests.

**1.7 Late Fees.** Uniform Movers of Charleston imposes a late fee of 10% for all invoices five days past due. All invoices are due upon receipt.

**1.8 Office Hours.** Uniform Movers of Charleston will operate Monday – Friday, 8:00 am – 7:00 pm, Saturday from 9:00 am – 6:00 pm, and Sunday by Appointment Only.

## **SECTION 2**

**2. Additional Services.** The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

**2.1 Bulky Article Charges.** When a shipment includes bulky items as named below, the following additional loading and unloading charge or weight additive will apply. Loading and Unloading changes include BOTH loading and uploading service and the handling and locking of such article, and applies each time loading and unloading service is required.

Item	Per	Rate
Riding Lawn Mower / Golf Cart	Each	\$150.00
Piano (Upright or Spinnet)	Each	\$150.00
Piano (Grand)	Each	\$500.00
Grandfather Clock	Each	\$100.00
Grills	Each	\$175.00
Gun Cabinet (under 300lbs)	Each	\$120.00
Gym Equipment (under 300lbs)	Each	\$150.00
Any Bulky Article over 400lbs	Each	\$500.00

**NOTE:** Uniform Movers of Charleston may refuse to move certain items, such as jacuzzies, hot tubs, pool tables and other items weighing over 400lbs, if they pose a high risk of injury or liability.

**2.2 Moving Supplies.** Uniform Movers of Charleston does charge for moving blankets. Clients may purchase moving blankets at \$10.00 per blanket as needed, with the option to sell back blankets to Uniform Movers of Charleston at \$5.00 within 30 days of the move.

**2.3 Assembly Fees.** Uniform Movers of Charleston will assemble large furniture and equipment upon request.

**2.4 Elevator or Stair Carry.** Uniform Movers of Charleston does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

**2.5 Excessive Distance or Long Carry Charges.** Uniform Movers of Charleston does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

**2.6 Pick Up and Delivery.** Uniform Movers of Charleston does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

**2.7 Packing and Unpacking**

**2.5.1** Uniform Movers of Charleston does not provide packing and unpacking services to customers. Uniform Movers of Charleston will provide recommendations for these services upon request.

**2.5.2** Boxes containing fragile or breakable items must be properly labeled. Uniform Movers of Charleston reserves the right to decline any moves consisting of extremely large or fragile items.

**2.8 Articles, Special Servicing.** Uniform Movers of Charleston will not provide servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

**2.9 Waiting Time.** The customer may be charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Uniform Movers of Charleston.

### **3.0 Rules And Regulations**

#### **3.1 Claims**

- 3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading, and expressed during the final walk through, if possible.
- 3.1.2** Claimant must notify carrier of all claims for concealed damage within 30-days of the move. Uniform Movers of Charleston must be given reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Uniform Movers of Charleston reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Uniform Movers of Charleston immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30-days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

#### **3.2 Valuation**

- 3.2.1.** Uniform Mover of Charleston's liability shall be \$0.60 per pound for the actual weight of any lost or damaged article or articles. A claim for any article that may be lost, destroyed or damaged while in custody of Uniform Movers of Charleston will be settled based on the value of the item or damage up to a maximum of the weight of the article times \$.60 per pound. This value is often less than the actual value of your article(s).
- 3.2.2.** Full (Replacement) Value Protection. Full replacement coverage may be obtained from third-party providers.

- 3.3 Governing Publications.** Uniform Movers of Charleston rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

- 3.4 Items of Particular Value.** Uniform Movers of Charleston does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Uniform Movers of Charleston will not accept responsibility for safe delivery of such articles if



they come into Uniform Movers of Charleston's possession with or without Uniform Movers of Charleston's knowledge.

**3.5 Bill of Lading, Contract Terms, and Conditions.** Each customer will be provided with a copy of Uniform Movers of Charleston's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

**3.6 Delays.** Uniform Movers of Charleston shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

#### **SECTION 4**

#### **4.0 PROMOTIONS**

Uniform Movers of Charleston shall apply the following promotions, in a uniform and nondiscriminatory fashion:

**4.1 Active Military.** Active Military Personnel with Proper Identification will receive a 10% discount on their total invoice for the move, including all service, truck, and travel fees.

**4.2 First Responders.** First Responders, including active Police, EMS and Firefighters will receive a 10% discount on the total invoice for the move, including all service, truck, and travel fees.



UNIFORM MOVERS OF CHARLESTON LLC  
TERMS AND CONDITIONS

1. LIABILITY OF THE MOVER:

(A) Notwithstanding the value declared, the Mover's liability shall not exceed 60 cents per pound per article for any of the following: i) In the event of injury or damage to any fragile articles {articles susceptible to breakage or crushing), the Mover shall be liable only in the amount of 60 cents per pound per article, unless such articles are both packed and unpacked by its employees, and subject to the further condition that such injury or damage is caused by the Mover; ii) The Mover may, at its sole discretion, refuse to carry any items, including, but not limited to currency, money, bullion, notes, securities, precious stones, species, silverware, jewelry, watches, pearls, furs, documents, stamps, accounts bills, Deeds, evidences of debt, letters, manuscripts, mechanical drawings, blueprints, records, or other valuable papers, or any article of extraordinary value (items valued in excess of \$100 per pound), and shall only carry such articles when specifically declared in writing, and the additional valuation charges are paid by the Shipper. In the event of a claim related to any such undeclared articles, the Mover shall not be liable for an amount in excess of 60 cents per pound per article, for any reason whatsoever. iii) The Mover shall not be charged with the knowledge of the contents of containers or drawers, or condition thereof, which the shipper packed, prepared, sealed, or refuses to open to allow the Mover to inspect, and the Mover shall be liable only in the amount of 60 cents per pound per article for damage, injury, or loss to such containers or the contents thereof; iv) The Mover's liability shall not exceed 60 cents per pound per article for the mechanical or electrical malfunction of any articles such as, but not limited to computers and computer equipment, pianos, radios, television sets, video cassette recorders (VCRs), digital video disc (DVD) players, barometers, refrigerators, washers, dryers, phonographs, clocks, air conditioners, whether or not such articles are packed or unpacked by the Mover.

(B) The Mover has the right, shall be immediately notified of, and given an opportunity to inspect all claims for damage, including any concealed and/or external damage to the items and original packing materials.

(C) The Mover's liability with regard to sets or matched pieces shall be limited to repair or replacement, whichever is less, of the lost or damaged pieces only, and shall not extend to repair, replacement, or recovering the entire set. but in no event to exceed the released or declared value as indicated.

(D) The Mover shall not be liable for loss or damage caused after the property has been delivered to or receipted for by the consignee or Shipper or the authorized agent of either.

(E) Where the Mover is directed to load property from (or render any services at) a place or places at which the Shipper or its agents is not present, the property shall be at the risk of the Shipper before loading.

(F) Mover will not be liable for the following: i) To the extent not caused or aggravated by the Mover, any loss or damage by ordinary wear and tear, leakage, mold, mildew, termites, rodents, vermin, moths, and other insects, rust, tarnish, oxidation, fumigation, heat, change in temperature, or other atmospheric conditions. ii) Any loss or damage caused by natural deterioration, inherent vice or defect of the property, or loss, damage, or delay contributed to or caused by acts or omissions of the Shipper, or by acts of war, terrorism, insurrection, nuclear explosion or contamination, strikes, labor disturbances, fire, riots, or by any acts of God, or any cause beyond the Mover's control.

(G) Where the shipment has been released to the Mover at a value not exceeding 60 cents per pound per article as per declaration of value on the face hereof, it is agreed that said property be moved, packed, shipped, forwarded, or otherwise handled with the Mover's liability limited to 60 cents per pound per article. All of the liability in excess of 60 cents per pound per article is solely the Shipper's responsibility with respect to any damage, loss, or delay for any reason whatsoever.

(H) Where the shipment has been released to the Mover at a value in excess of 60 cents per pound per article as per declaration of value on the face hereof, and in consideration of the additional charge for such value scheduled thereon, it is agreed that the Mover's liability shall not exceed the cost of repairing or replacing the property lost or damaged with materials of like kind and quality, whichever is less, not exceeding the actual cash value of the property at the time and place of loss, with due allowance for depreciation or deterioration however caused, but in no event shall the Mover's liability for all loss and damage to the shippers property exceed the value declared by the Shipper, on the face hereof.

## 2. TERMS OF PAYMENT:

The Payments for services and other charges indicated on the Estimate/Order for Service and any Addendums executed in the course of the move are due and payable before the Mover relinquishes possession of your household goods. Charges for any unforeseen and un-estimated services or materials required in the course of the move are due and payable upon presentation of invoice. If any charges are not paid when due, a late payment fee of 10% will be charged on all such unpaid balances. Where the Shipper's move is billed to an employer or a party other than the Shipper, the Shipper is liable for all Mover charges if that employer or other party fails to make payment as promised. It is agreed between the Mover and the Shipper that a deposit for services to be rendered as specified on the face of this contract will be treated as liquidated damages and retained by the Mover in the event that the Shipper cancels or breached this Contract for any reason within 48 hours of service.

## 3. OWNERSHIP OF GOODS:

The Shipper has represented and warranted to the Mover that the Shipper has a lawful possession of, legal right, and authority to tender all of the property herein described, and that there are and will be no liens, mortgages, or encumbrances on said property superior or adverse to the legal right and authority of the Shipper to contract for services. If there be any claims or litigation concerning the property, the Shipper agrees to pay all storage and other charges, and agrees to indemnify the Mover for all costs, expenses, and attorney's fees that the Mover may reasonably incur or become liable to pay in connection therewith. The Mover shall have a lien on said property for all charges and for such costs and expenses.

## 4. CLAIM FILING / TIME LIMIT / COMPLAINT PROCEDURES:

The Mover shall not be liable for the loss or damage to the goods tendered hereunder, or any part thereof, unless a claim is made, in writing, to the address of the Mover listed on the front of this Contract and filed with the Mover within thirty (30) days or by calling Uniform Movers of Charleston LLC. The office maintains normal business hours (8 a.m -5 p.m) Monday-Friday. For information on claims status, or to report a complaint, call our office. No claim will be honored until full payment for services has been made. No Suit may be instituted by the Shipper against the Mover to recover for claimed loss or damage unless such action is commenced within twelve months after the date of delivery to the Mover or demand thereof is refused.

## 5. HARMFUL ITEMS:

Any party, directly or indirectly, tendering to the Mover any explosives or flammable or dangerous goods, shall be liable for all loss or damage caused by such goods and such goods may be destroyed without compensation.

## 6. DELIVERY:

The Mover will make reasonable efforts to complete delivery and is not responsible if the physical conditions or other special circumstances prevent completion. If the Mover cannot deliver the goods in an ordinary way (by stairs or elevator), there will be an extra charge for hoisting, lowering, or other labor or equipment necessary. The Shipper must make advance arrangements for elevators or other services and pay any charges. The Mover will charge for waiting time caused by lack of sufficient elevator service or any other causes beyond the Mover's

control. If no authorized person is present to accept the goods at the agreed time, or if orders are incomplete, the Mover will deliver the goods at the Shipper's risk using reasonable judgment

**7. ENTIRE AGREEMENT-SEVERABILITY:**

The agreement represents the entire Contract between the parties hereto and cannot be modified except in writing, signed by the Shipper and an officer of the Mover, and it shall be deemed to apply to all property of any nature or description which the Mover may now or at any time in the future pack or ship for the Shipper's account. If any paragraph or portion thereof is found to be unenforceable for any reason, it shall not affect the remainder of this Contract, then said Contract shall be fully enforceable and all govern the rights and responsibilities of the parties. These Terms shall be governed by the State of South Carolina and venue arising from these Terms, or services provided by Movers shall be proper in Charleston County.